

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

**AWARE PRODUCTS LLC D/B/A
VOYANT BEAUTY**

Plaintiff,

VS.

**EPICURE MEDICAL, LLC,
FOXHOLE MEDICAL, LLC, and
LEE ORI, individually and as co-trustee
of the LEE E. ORI & JACLYN C. ORI
LIVING TRUST, JACLYN C. ORI, as
co-trustee of the LEE E. ORI & JACLYN
C. ORI LIVING TRUST, DAN REILLY,
SARAH SIMMERS, CLOVER LEAF
STRATEGIES, LLC, PFL
INVESTMENTS, LLC, and NEO
HEALTH, LLC,**

Defendants.

No. 4:21-cv-00249

Hon. Sarah E. Pitlyk

SUPPLEMENTAL STATEMENT OF UNCONTROVERTED MATERIAL FACTS

COMES NOW Defendants Lee Ori, individually (“Ori”), Lee Ori, as co-trustee of the Lee E. Ori & Jaclyn C. Ori Living Trust (“Co-Trustee Lee Ori”), Jaclyn C. Ori, as co-trustee of the Lee E. Ori & Jaclyn C. Ori Living Trust (“Co-Trustee Jaclyn Ori”), Dan Reilly (“Reilly”), Sarah Simmers (“Simmers”), Clover Leaf Strategies, LLC (“Clover Leaf”), PFL Investments, LLC (“PFL”), Foxhole Medical, LLC (“Foxhole”), and Neo Health, LLC (“Neo Health”) (collectively, “Defendants”), by their undersigned attorneys, Koranteng Law Firm, LLC and Fibbens A. Koranteng, and, pursuant to Local Rule 4.01(E), submit the following Supplemental Statement of Uncontroverted Material Facts:

1. Ori did not understand that when he signed the Credit Application and Agreement he was agreeing to guarantee payment for the purchases of Epicure. *Excerpts from Transcript of Deposition of Lee Ori, attached hereto as Exhibit G (“Ori Tr.”)*, pp. 146-147.

2. Plaintiff predetermined that it was not going to offer Epicure credit. *Excerpts from Transcript of Deposition of Michael Patridge, as Corporate Representative of Aware Products LLC, attached hereto as Exhibit H (“Patridge Tr.”)*, pp. 124-129.

3. Plaintiff offers its customers payment terms when it does not extend them credit and Plaintiff’s offer of payment terms to Epicure was not based on the Credit Application and Agreement. *Id.*

4. Plaintiff knew during preliminary conversations with Ori and Heslin that Epicure was being created specifically for the hand sanitizer business and that Foxhole was not going to be the company that fulfilled the March 26, 2020 Letter of Intent. *Patridge Tr.* pp. 117-118.

Date: May 10, 2023

Respectfully submitted,

By: /s/Fibbens A. Koranteng
Fibbens A. Koranteng, #59921MO
Koranteng Law Firm, LLC
5050 Quorum Drive, Suite 700
Dallas, TX 75254
Tel: 314-546-2132
Fax: 314-754-7694
fak@korantenglawfirm.com

Attorney for Defendants

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Supplemental Statement of Uncontroverted Material Facts was served on all counsel of record via the ECF/PACER electronic filing notification system on May 10, 2023.

/s/Fibbens A. Koranteng
Fibbens A. Koranteng